

# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Agreement Between San Joaquin County Data Processing  
And the City of Lodi Police Department

**DATE:** June 17, 1998

**PREPARED BY:** LARRY D. HANSEN, CHIEF OF POLICE

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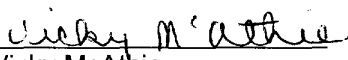
**RECOMMENDED ACTION:** City Council adopt the attached Resolution granting permission to Lodi Police Department to enter into an agreement with San Joaquin County, through its Data Processing Division, for Fiscal Year 1998-99 to provide data processing services and access to Automated Message Switching/CJIS Systems.

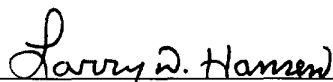
**BACKGROUND INFORMATION:** This is a renewal of the yearly contractual agreement between the City of Lodi and the County of San Joaquin. CJIS is the county-wide computer connection that provides the Police Department with State and Federal computer access. (A copy of that proposed Agreement is attached.)

This data processing service allows the Police Department to access County warrant information and other criminal justice information housed in the San Joaquin County Data Base. This information is critical to local law enforcement.

**FUNDING:** \$21,613.46 (Budget Item 300 Series 101031.7335) This estimated amount is \$4,200 more than budgeted. Estimate increase is due to increased cost from the County. With our new mobile computer system, costs may vary because of individual usage by officers from their patrol cars

Approved by:

  
Vicky McAthie  
Finance Director

  
Larry D. Hansen  
Chief of Police

cc: City Attorney

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn -- City Manager

**A G R E E M E N T**

**THIS AGREEMENT**, made and entered into this 1st day of July, 1998, by and between the **COUNTY OF SAN JOAQUIN**, through its Information Systems Division, hereinafter referred to as "**COUNTY**" and **CITY OF LODI**, hereinafter referred to as "**CITY**";

**WITNESSETH:**

**WHEREAS, COUNTY** provides services listed in Attachment "A" hereinafter referred to as "**COMPUTER SERVICES**" to **CITY**; and

**WHEREAS, COUNTY** has certain computer equipment and is able to provide information services which **CITY** desires to use in its operations;

**WHEREAS, COUNTY'S** Information Systems Division services offered to **CITY** under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the **COMPUTER SERVICES** for information.

**IT IS HEREBY AGREED** between the parties as follows:

1. **COMPUTER SERVICES FOR ACCESS TO NON-REDUNDANT, NON-FAULT TOLERANT COMPUTER SYSTEMS**

The COUNTY shall provide to CITY the **COMPUTER SERVICES** of COUNTY'S Information Systems Division. The parties expressly acknowledge that the Information Systems Division computer systems are non-fault tolerant, non-redundant systems which do not provide continuous access seven (7) days a week and twenty-four (24) hours a day. The computer systems may go down and be unable to provide **COMPUTER SERVICES** at any time of day or night for undeterminable periods of time and also must be scheduled to be taken down for maintenance and repairs from time to time. Therefore, COUNTY does not represent that the **COMPUTER SERVICES** provided under this Agreement will enable CITY to receive information from the computer systems within any specific time period. CITY has considered the express limitations set forth in this Agreement of the **COMPUTER SERVICES**, together with the needs of CITY, and has determined that CITY'S business operations require the use of the services set out in this Agreement.

2. **COMPENSATION**

- a. COUNTY will provide the **COMPUTER SERVICES** for the estimated annual amount of compensation as shown in Attachment "A". COUNTY shall bill AGENCY only for actual **COMPUTER SERVICES** provided, one month after **COMPUTER SERVICES** are provided. AGENCY shall provide full payment to COUNTY of the billed amount by the fifteenth day of the date of billing. In the event payment is not made in accordance with this provision COUNTY may, at its option, terminate the agreement in accordance with the provisions of Paragraph 5.
- b. In the event that the AGENCY's estimated quantities, as indicated in Attachment "A", are exceeded for any reason, County may evaluate and, if necessary, increase the quantities indicated in Attachment "A", which may also result in the

estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.

- c. In the event that County's cost of Computer Services are increased due to any reason, County may increase the rate of compensation, as indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.

### 3. OPTIONAL SERVICE AND EQUIPMENT

Service and equipment under this agreement are limited solely to the ongoing services, systems, and equipment listed in Attachment "A" which are in operation on the effective date of this agreement. Services and equipment not covered in this agreement may be provided to CITY at COUNTY'S option subject to the following conditions:

- (a) CITY must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and
- (b) Additional services, and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount compensation designated in this agreement.

Maintenance in connection with the equipment provided under this agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to CITY.

### 4. TERM

The term of this contract shall be one year beginning July 1, 1998, and ending June 30, 1999.

### 5. TERMINATION

- a. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Notwithstanding such termination, CITY shall compensate COUNTY for the actual services performed and equipment provided through the date the termination of the contract is effective. If CITY fails to timely compensate COUNTY as provided in this contract, CITY shall be held liable for the reasonable cost of collecting such compensation including attorneys fees and court costs incurred by COUNTY. In no event shall COUNTY be liable for reimbursing CITY for the costs to procure alternative services to those services provided under this Agreement regardless of whether CITY or COUNTY initiates termination of the Agreement.
- b. All rental equipment in the possession of CITY shall be returned to COUNTY

in the same condition as it was delivered to CITY, less normal wear and tear. COUNTY shall be compensated by contractor for all loss or damage to said equipment which is not the result of a willful or negligent act by COUNTY and which does not constitute normal wear and tear.

6. INDEMNIFICATION AND HOLD HARMLESS

The CITY agrees that it shall indemnify, defend and hold harmless the COUNTY, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY, or its agents, or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. LIMITATIONS OF LIABILITY

In no event shall COUNTY be responsible for any damage, compensatory, consequential, punitive, or special in the event that the CITY is unable to access and/or obtain information from COMPUTER SERVICES of COUNTY. This Agreement shall not be construed to be either a representation or a warranty to CITY that it will be able to access and obtain information from the COMPUTER SERVICES at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by CITY from the COMPUTER SERVICES. COUNTY shall not be responsible nor liable for the costs to CITY to procure alternative services to the services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be CITY exclusive remedy:

- (a) The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- (b) Where such correction or performance of service is not practicable, CITY shall be entitled to an equitable credit not to exceed the charges invoiced to CITY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to CITY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and CITY sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that CITY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The CITY, and the agents and employees of CITY, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this agreement is not assignable by CITY either in whole or in part.

10. TIME OF THE ESSENCE

Time is the essence of this agreement.

11. MODIFICATIONS

No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

CITY shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

This contract may, at the option of COUNTY, be terminated or suspended in whole or in part in the event CITY fails to comply with the nondiscrimination clause of the contract. In the event of termination under this paragraph, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

13. CONFIDENTIALITY

CITY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes publicly available.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a  
political subdivision of the State of  
California

By   
JEFFREY E. DENNING  
Information Systems Director

"COUNTY"

CITY OF LODI

By \_\_\_\_\_

Title \_\_\_\_\_

"CITY"

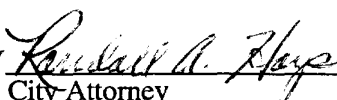
APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

ATTEST:

By \_\_\_\_\_  
ROBYN DRIVON  
Deputy County Counsel

BY \_\_\_\_\_  
City Clerk of the  
City of Lodi

APPROVED AS TO FORM:

BY   
City Attorney

**Rate Schedule  
Fiscal Year 1998/99**

**Computer Services**

Automated Message Switching System Access  
CJIS System Access

<b>Service</b>	<b>Quantity</b>	<b>Type</b>	<b>Rate</b>	<b>Annual Cost</b>	<b>Total</b>
Telephone Line Charge	12	Month	\$ 79.83	\$ 957.96	
* Special Processing Request	8	Hours	\$ 58.50	\$ 468.00	
Transactions 1998/99	475,000	Each	\$ 0.0425	\$ 20,187.50	
<b>Total Annual Cost Fiscal Year 1998/99</b>					<b>\$ 21,613.46</b>

\* Special Processing Requests require written authorization specifying work to be performed.

RESOLUTION NO. 98-101

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE LODI POLICE DEPARTMENT TO  
ENTER INTO AN AGREEMENT WITH SAN JOAQUIN  
COUNTY TO PROVIDE DATA PROCESSING SERVICES  
FOR FISCAL YEAR 1998-99

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WHEREAS, San Joaquin County provides to the City of Lodi access to Automated Message Switching/CJIS Systems; and

WHEREAS, San Joaquin County has certain data processing equipment and is able to provide data processing services which the City of Lodi desires to use in its operations.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the Lodi Police Department to enter into an agreement with San Joaquin County, through its Data Processing Division, for Fiscal Year 1998-99 to provide data processing services and access to Automated Message Switching/CJIS Systems, in an amount not to exceed \$21,613.46; and

BE IT FURTHER RESOLVED, the City Manager and City Clerk are hereby authorized to execute said agreement on behalf of the City of Lodi.

Dated: June 17, 1998

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I hereby certify that Resolution No. 98-101 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 1998 by the following vote:

AYES: COUNCIL MEMBERS - Land, Pennino and Sieglock (Mayor)

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Johnson

ABSTAIN: COUNCIL MEMBERS - Mann

  
ALICE M. REMCHE  
City Clerk